



Order Filed on September 23, 2016
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1

DENISE CARLON, ESQUIRE

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Attorneys for Movant

Bank of America, N.A.

In Re:

Joseph Aretino & Caryn Aretino,

Debtors.

Case No.: 16-22056-KCF

Adv. No.:

Hearing Date: 9/14/2016 @10:00 a.m.

Judge: Kathryn C. Ferguson

**ORDER RESOLVING SECURED CREDITOR'S OBJECTION TO DEBTORS'
CHAPTER 13 PLAN**

The relief set forth on the following pages, numbered two (2) through two (2) is hereby
ORDERED

DATED: September 23, 2016


Honorable Kathryn C. Ferguson
United States Bankruptcy Judge

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Debtor: Joseph Aretino & Caryn Aretino

Case No.: 16-22056-KCF

Caption: **ORDER RESOLVING SECURED CREDITOR'S OBJECTION TO DEBTORS' CHAPTER 13 PLAN**

This matter having been brought before the Court by KML Law Group, P.C., attorneys for Secured Creditor, Bank of America, National Association, holder of a mortgage on real property located at 70 Jackson Street, Long Branch, NJ 07740, Denise Carlon appearing, by way of objection to the confirmation of Debtors' Chapter 13 Plan, and this Court having considered the representations of attorneys for Secured Creditor and Jonathan Goldsmith Cohen, Esquire, attorney for Debtors, Joseph Aretino and Caryn Aretino, and for good cause having been shown;

It **ORDERED, ADJUDGED and DECREED** that Debtors shall obtain a loan modification within six months from the date of confirmation; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that the Chapter 13 Trustee is to make adequate protection payments of \$1,760.00 while the loan modification is pending; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that Debtors are responsible for the difference between the adequate protection payment of \$1,760.00 and the regular monthly payment of \$1,994.69 (may be adjusted periodically per the terms of the note and mortgage); and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that Secured Creditor does not waive its right to collect said difference in the event loss mitigation negotiations are unsuccessful; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that if loss mitigation is unsuccessful, Debtors shall modify the plan to address Secured Creditor's pre-petition arrears, either by curing the arrears, selling the property, surrendering the subject property, or in a manner otherwise permitted by the code; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that Secured Creditor's objection to confirmation is hereby resolved.